



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.3  
(ID # 12829)

**MEETING DATE:**  
Tuesday, July 07, 2020

**FROM:** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of the Professional Service Agreement with Maricich & Associates, Inc. dba Maricich Health for Marketing and Communications Services, without seeking competitive bids, All Districts. [Total Cost \$750,000 up to \$75,000 in additional compensation - 100% Hospital Enterprise Fund-40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Professional Service Agreement with Maricich & Associates, Inc. dba Maricich Health for Marketing and Communications Services, without seeking competitive bids, for \$750,000, for six months, July 7, 2020 through December 31, 2020, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that make modifications to the scope of services that stay within the intent of the agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the agreement.

**ACTION:** Policy

  
Jennifer Crankshank, Chief Executive Officer - Health System, 6/22/2020

**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
 Nays: None  
 Absent: None  
 Date: July 07, 2020  
 xc: RUHS-MC, Purchasing

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 750,000	\$ 0	\$ 750,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System (RUHS) requests the Board to approve the single source justification and Professional Services Agreement with Maricich & Associates, Inc. dba Maricich Health for Marketing and Communications Services for \$750,000 for the period of July 7, 2020 through December 31, 2020. The Marketing and Communication Agency for RUHS is in immediate need of Maricich expertise marketing services to promote the RUHS brand and to assist with a fluid campaign during COVID-19 recovery and the future moving forward. Maricich's diverse skill set in health care marketing with an emphasis on target populations such as Medi-Cal and Managed Medi-Cal are the essential key elements to aide in the delivery of a successful market campaign. Maricich is a local, Southern California based company with a keen understanding of the culture and health care environment and can aide RUHS in providing a prompt delivery of positive and creative media relations during these unprecedented times. Due to COVID-19, there is a strong need for health care services but trepidation of seeking care or returning to the health care setting. RUHS is acting swiftly to quell any fears by aggressive marketing to ensure the public that RUHS is continually striving and innovating to advance safety measures for the community.

**Impact on Residents and Businesses**

The recent pandemic has called RUHS to ramp up their marketing efforts. The implications of the recent COVID-19 pandemic brought forth uncertainty in the community due to loss of employment and loss of medical insurance. RUHS wants to send a message to the community that their goal is to protect and ensure the safety of not only their patients but to the community. Maricich & Associates, Inc. is an effective tool to deliver the message.

**Contract History and Price Reasonableness**

Maricich offers value for specialized healthcare branding, integrated marketing, multi-cultural outreach, digital development, and other services. Maricich is extending discounted pricing for public healthcare entities. Their team is weighted with seasoned experts with decades of specialized healthcare experience. They will deliver a high-level rate in return for the investment

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of public funds. Maricich is extending value-added services to RUHS by providing a \$10,000 valued community survey through AYTМ (Ask Your Target Market) at no additional cost. In addition, Maricich is extending a 2% discount on payment of first installment sent within 10 days of receipt of invoice. Furthermore, Maricich will provide a monthly performance report of all monthly media buy.

**ATTACHMENTS:**

Attachment A: SSJ #21-010 - MARICICH & ASSOCIATES, INC. DBA MARICICH HEALTH

Attachment B: PROFESSIONAL SERVICE AGREEMENT FOR MARKETING AND COMMUNICATIONS SERVICES BETWEEN COUNTY OF RIVERSIDE AND MARICICH & ASSOCIATES, INC. DBA MARICICH HEALTH

  
Teresa Summers, Director of Purchasing 6/25/2020

  
Brianna Lantajo, Management Analyst 6/30/2020

  
Gregory V. Priamos, Director County Counsel 6/25/2020

  
Gregory V. Priamos, Director County Counsel 6/25/2020

**PROFESSIONAL SERVICE AGREEMENT**

for

**MARKETING AND COMMUNICATIONS SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**MARICICH & ASSOCIATES, INC. dba MARICICH HEALTH**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination .....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	7
8. Inspection of Service; Quality Control/Assurance .....	7
9. Independent Contractor/Employment Eligibility .....	8
10. Subcontract for Work or Services .....	9
11. Disputes .....	9
12. Licensing and Permits .....	10
13. Use by Other Political Entities .....	10
14. Non-Discrimination .....	10
15. Records and Documents .....	10
16. Confidentiality .....	10
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification .....	12
22. Insurance .....	13
23. General .....	15
Exhibit A-Scope of Services .....	19
Exhibit B-Payment Provisions .....	29
Attachment I-HIPAA Business Associate Agreement .....	31
Attachment II-Federal Contract Provisions.....	40

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **MARICICH & ASSOCIATES, INC.**, a California corporation, dba Maricich Health (herein referred to as "CONTRACTOR") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "COUNTY"), on behalf of Riverside University Health System (herein referred to as "RUHS"), to address the COVID-19 pandemic emergency situation. CONTRACTOR and COUNTY are sometimes collectively referred to herein as the "Parties" or individually referred to herein as a "Party." The Parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten (10) pages, at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) pages. In addition, CONTRACTOR shall comply with the terms and conditions contained in Attachment I, HIPAA Business Associate Agreement, consisting of nine (9) pages, and Attachment II, Federal Contract Provisions, consisting of seven (7) pages.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR'S performance under this Agreement does not operate as a release of CONTRACTOR'S responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective July 7, 2020 ("Effective Date") and continues in effect through December 31, 2020, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by

COUNTY to CONTRACTOR shall not exceed seven hundred fifty thousand dollars (\$750,000), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with invoices submitted to COUNTY by CONTRACTOR in accordance with the invoice/payment schedule set forth in Exhibit B, Payment Provisions. COUNTY shall pay the invoices within thirty (30) working days from the date of receipt of the invoices. A two percent (2%) discount shall be applied to the first invoice if COUNTY pays the invoice within ten (10) working days from the date of receipt. Thereafter on subsequent invoices, CONTRACTOR may elect to opt-in to 2% net 10 terms on a discretionary basis and apply discount, but is under no obligation to do so. For this Agreement, email the electronic copies of invoices to:

Riverside University Health System

Attn: Christine Ramsey

[C.Ramsey@RUhealth.org](mailto:C.Ramsey@RUhealth.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; description of services; amount due and any reimbursable expenses; sales/use tax if applicable; and an invoice total.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that

such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination. In the event of termination without cause of this Agreement by COUNTY, COUNTY shall pay all non-cancellable obligations properly incurred by the CONTRACTOR pursuant to this Agreement prior to the date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.



5.4 After termination, COUNTY shall make payment only for CONTRACTOR'S performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR represents and warrants that it is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## 6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, including but not limited to, all final campaign materials, trademarks, service marks, slogans, artwork, drawings, photographs, graphic materials, film, music, transcriptions, or other content specifically created by CONTRACTOR or CONTRACTOR's subcontractor(s) for COUNTY for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement (collectively, herein the "Work Product") shall be the sole property of the COUNTY. All rights, title and interest in and to the Work Product shall vest in COUNTY as "works made for hire." To the extent that the rights, title and interest to any such Work Product may not, by operation of law or otherwise, vest in COUNTY as a work made for hire or any such Work Product may not be considered a work made for hire, all rights, title and interest thereto and therein is hereby irrevocably assigned by CONTRACTOR to COUNTY. In order to assure that its employees and subcontractor's do not possess proprietary rights in the Work Product that are inconsistent with COUNTY's possession of such rights, CONTRACTOR will, as necessary, obtain the assignment and conveyance to COUNTY of any proprietary rights that such persons or entities may then have or may have in the future to such Work Product. Notwithstanding the foregoing, it is understood that CONTRACTOR may, on occasion, license materials

and/or certain personal rights from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor and COUNTY shall comply with all disclosed limitations or restrictions in connection with the use of such third-party licenses or rights. CONTRACTOR shall keep COUNTY informed of any such limitations or restrictions. The Work Product may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such Work Product without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are or may be perceived as incompatible with the COUNTY'S interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR'S conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. In addition, the COUNTY shall have the right to require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR'S performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution

of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

If CONTRACTOR enters into a subcontract with any other party for furnishing any of the work or services under this Agreement, CONTRACTOR shall insert clauses in all its subcontracts to bind its subcontractors to the terms and conditions of this Agreement. In addition, CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and its subcontractor's employees. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor of the CONTRACTOR and the COUNTY.

**11. Disputes**

**11.1** The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or

confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’S obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this Agreement.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside University Health System  
26520 Cactus Avenue  
Moreno Valley, CA 92555

**CONTRACTOR**

Maricich & Associates, Inc. dba Maricich Health  
18201 McDermott West, Suite A  
Irvine, CA 92614

**19. Force Majeure**

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. CONTRACTOR'S defense and indemnity obligations herein do not include or extend to any liability, action, claim, loss, injury, damage, costs, expert or consultation costs, investigations, expenses or attorney fees relating to, arising out of or caused by (a) the sole negligence, gross negligence or willful misconduct of Indemnitees; or (b) data, specifications, communication materials, or information provided by Indemnitees.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.



**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the

COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR'S performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

**23.13** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

**23.14** The Parties acknowledge and agree that they are entering into this Agreement to provide emergency services under the California Emergency Services Act (California Government Code §§ 8550 et seq.) to address the COVID-19 pandemic emergency situation, and the COUNTY is subject to certain immunities with respect thereto. The COUNTY shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform, a discretionary function or duty on the part of the COUNTY or any employee of the COUNTY in carrying out the provisions of the California Emergency Services Act (California Government Code §§ 8550 et seq.).

**23.15** Since this Agreement is being entered into to address the COVID-19 pandemic emergency situation, COUNTY may seek federal financial assistance for this Agreement. Therefore, CONTRACTOR shall comply with the terms and conditions set forth in Attachment II, Federal Contract Provisions, attached hereto and incorporated herein by this reference.

**23.16** With prior COUNTY approval, CONTRACTOR may use COUNTY's name in its COUNTY roster and as a reference account in press releases and announcements of the Work Product in award submissions, on CONTRACTOR's web site, and in connection with its marketing presentations.

**23.17** On occasion, the CONTRACTOR will engage COUNTY in conversations by phone or in person to discuss activities and clarify projects. For efficiency with note taking and organization, the CONTRACTOR may record these conversations as deemed necessary with prior approval of the COUNTY.

**23.18** The COUNTY also authorizes electronic/email transmission of information/confidential materials to/from CONTRACTOR.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

MARICICH & ASSOCIATES, INC.,  
a California Corporation, dba MARICICH HEALTH

By: V. Manuel Perez  
V. Manuel Perez  
Chairman, Board of Supervisors

By: David Maricich  
David Maricich  
President & COO

Date: 7 JUL 07 2020

Date: 6/25/20

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: Diana Rosso  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: Danielle Maland  
Danielle Maland  
Deputy County Counsel

Date: 6/25/20

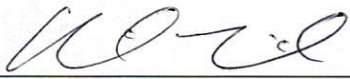
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

MARICICH & ASSOCIATES, INC.,  
a California Corporation, dba MARICICH  
HEALTH

By: \_\_\_\_\_

V. Manuel Perez  
Chairman, Board of Supervisors

By:  \_\_\_\_\_

David Maricich  
President & COO

Date: \_\_\_\_\_

Date: 6/25/20 \_\_\_\_\_

**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_

Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_

Danielle Maland  
Deputy County Counsel

Date: \_\_\_\_\_

**SCOPE OF SERVICES**  
**MARICICH & ASSOCIATES dba MARICICH HEALTH**

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**1.0 OVERVIEW**

1.1 Challenge: RUHS is on the frontlines of the COVID-19 crisis response and recovery—innovating and leading to support the community through these unprecedented times. During COVID-19 recovery and through potential next wave, the challenge is to create a new way of talking about a publicly funded integrated health system that can go against the “safety net” stereotype and communicate the organization’s strengths and benefits for those in the community and region. RUHS is changing the face of healthcare for those in the Inland Empire and beyond. We need to find a new way to talk about healthcare that makes our audiences feel safe, respected, and excited to engage in their health and well-being.

**1.2 Objectives:**

- A. Build brand awareness and strengthen perceptions with consumers and stakeholders in the Inland Empire.
- B. Communicate additional COVID-19 messaging to give consumers with increased awareness the confidence that RUHS-MC and the CHCs are open for business and they will be safe and supported when they receive services at those facilities.
- C. Lay the groundwork for future service line campaigns with the goal of growing market share and enhancing relationships with patients and referring physicians.

**1.3 CONTRACTOR shall provide the following marketing and communications services to RUHS:**

- A. Developing a comprehensive, integrated marketing and communications campaign to address COVID-19 recovery efforts that is flexible enough to carry RUHS through the next 6 months and can live on in a post-COVID-19 environment. The primary focus of the campaign will be on integrated care provided under the RUHS master brand. There may also be a new ambulatory service line related to walk-in care type centers that will need to be addressed.
- B. Creating a campaign that is in alignment with existing brand standards but elevates the brand to the next level (RUHS 2.0); by expanding the current brand standards and contain additional visual foundation elements—photography and graphic elements to create a unique look and make RUHS communications recognizable. Once complete,

CONTRACTOR will provide digital file templates to RUHS, for use with internally-produced projects.

- C. Provide creative visual support in alignment with the campaign that can carry across print and digital platforms (using video and photography to represent select service lines).
- D. RUHS has final authority to approve design concepts and final designs. All created work is proprietary to RUHS and includes all copyrights and other intellectual property rights.
- E. CONTRACTOR shall provide all high resolution vector (EPS, AI, PNG, JPEG, etc.), native original files for all design concepts and images/fonts used to create the design, including templates and style guide, within specifications noted in the Scope of Services as tools to guide RUHS's ability to scale the design and create future projects managed by RUHS.
- F. This Scope of Services does not include graphic, copy, content or strategic review of any resized or retouched asset not originally supplied by the CONTRACTOR.
- G. All non-final materials provided by the CONTRACTOR under this Scope of Services may contain third party elements that have not yet been cleared for public use and as such may only be used for internal, evaluation purposes.

## **2.0 DELIVERABLES**

### **2.1 Summary of Deliverables**

A. CONTRACTOR shall be responsible for the following deliverables:

- 1) RUHS Brand Strategy & Creative Campaign Concept Development
- 2) Campaign Video Creative & Production (1 in English & 1 in Spanish)
- 3) Video Edit Versioning (editing / production / unique / original visuals / footage / music / voice over (must match radio) / stock footage / image options with prior RUHS approval)
- 4) Print Ad Creation - English and Spanish - limited resizing
- 5) Out-of-Home (OOH) Creative Development – English and Spanish
- 6) Radio Spots – (1) English / (1) Spanish
- 7) Digital Ads Creative Development and Production - 2 master ads - 6 sizes English and Spanish (24 ads)



- 8) Earned Media / Reputation Management (Miller Geer) - 6 months, July-Dec.
- 9) Campaign Style Guide for RUHS Brand 2.0, 12 pages
- 10) Media Purchase & Reporting

B. For all deliverables within this Scope of Services, CONTRACTOR shall provide one (1) initial round of concepts followed by two (2) rounds of RUHS revisions at no additional charge.

## 2.2 RUHS Brand Strategy & Creative Campaign Concept Development

A. Through this initial engagement, CONTRACTOR will work with RUHS in the development and implementation of a brand strategy that will ultimately drive creative development of campaign concepts, and an elevated awareness and perception of the RUHS brand. This brand strategy will result from insights gained by our own research, discovery, in-depth interviews, and a competitive assessment of your healthcare market.

B. The key deliverables of our engagement to help develop the strongest brand strategy, marketing/communications plan, and creative campaign concepts for RUHS, will include the following:

- 1) Discovery Calls + Internal Engagement
- 2) Stakeholder & Target Audience Insights
- 3) Competitive Review / Secondary Research
- 4) Review of KPIs / Current Business / Marketing Performance
- 5) Strategy Development, Determination of Brand Archetypes
- 6) Positioning & Messaging Recommendations
- 7) High-Level Strategy, Tactical & Digital Marketing Recommendations
- 8) Internal + External Tactical Plan & Timeline for Campaign Rollout
- 9) Marketing Performance Recommendations
- 10) Campaign Platform / Mood Board Development
- 11) Brand Anthem Development
- 12) Creative Campaign Concept Development (Ad-like objects)

C. Phase 1 — Discovery/Research. CONTRACTOR shall be responsible for providing the following discovery / research to RUHS as follows:

- 1) Upfront discovery prep by CONTRACTOR, thorough review of backgrounders, strategic decks and reports, and development of a planning questionnaire. At this step CONTRACTOR will also review other data sources to determine what type of reliable insights can be gained.
- 2) Pre-kickoff planning, initiative timelining, agenda setting, discussion-guide development and logistics for discovery meetings.
- 3) Analysis of competitors (related to service offerings and brand positioning / messaging), target audiences, existing brand image, goals and opportunities.
- 4) Engagement in immersive discovery calls, with key stakeholders to discuss:
  - a. Key differentiators of RUHS and RUHS's role in the community
  - b. Key messaging points related to the Medical Center, CHCs / FQHCs, Behavioral Health and Public Health
  - c. Opportunities for growth and/or improving the perception of the RUHS brand
  - d. Challenges we need to take into consideration
  - e. Short-term needs and long-term aspirations
  - f. Review of overall marketplace, RUHS's competition and opportunities
  - g. Clinics/brands/other offerings under the RUHS umbrella
  - h. Service offerings, target audiences and process
  - i. Brand positioning and aspirations of the brand
  - j. Visual identity and messaging
  - k. Discussion and brainstorming of preliminary strategies and tactical ideas
  - l. Development of a marketing wish list
  - m. Key performance indicators (KPIs)
  - n. Tools for measuring progress
  - o. Determination of the next steps in the process
- 5) Ongoing conversations / meetings / conference calls with other key staff and stakeholders identified as contributors to the brand discovery process and consensus building.
  - a. CONTRACTOR will be in constant collaboration and contact with the RUHS team during the entire strategic and creative process, including weekly/daily meetings to ensure this initiative meets all timeline goals. (Throughout all phases)
- 6) Creation of an in-depth post meeting report and follow-up.

- 7) Presentation of brand discovery and directional insights.
- 8) Research testing to further explore and validate initial directional insights.
  - a. Directional Survey (n=400) the community through AYTМ survey (consumer market) included at no additional cost.
- 9) Refinement of directional insights and initial brand strategies, based on internal stakeholder input and research results.
- 10) Directional strategic summary, based on all discovery and research, identifying key insights and differentiators, upon which brand strategy will be based.
- 11) All source data and documentation including survey questionnaires, data sets, and reports used for market research (qualitative and quantitative) will be provided to RUHS along with a tangible report. Report to include how the research was conducted, demographic review and recommendations.

#### D. Phase 2 — Strategic & Creative Brand Platform Development

- 1) Analysis and development of strategic recommendations based on our Discovery findings.
- 2) Initial brand strategy development, exploration and recommendations
  - a. Brand positioning strategy
  - b. Brand archetypes & personality
- 3) CONTRACTOR shall provide the following brand platform development:
  - a. Brand anthem / creative platform / storytelling
    - o Creation of a brand anthem -- the verbal encapsulation of the spirit of the brand. Presented live via spoken word and with FPO still stock photo images (unpurchased) representing graphic imagery in the anthem.
    - o Campaign theme / rally cry for RUHS (can complement existing tagline) – CONTRACTOR shall follow strategic process of developing options internally for consideration to arrive at a final theme approved by RUHS with one initial round and two rounds of revisions.
- 4) Development of a brand messaging platform, which may be used as the basis for copy in marketing communications materials and website. (Key brand messages communicated within the final strategic brand PowerPoint deck)
  - a. Includes value proposition development for primary personas

- 5) Internal presentations with key RUHS stakeholders, will be presented via GoToMeeting, to share, gather input and build consensus of the proposed brand strategy and creative campaign concepts (minimum of 3) -- sharing the research approach and rationale that got us there. Ultimately leading to a final approval of brand strategy and creative approach.
- 6) High-level tactical strategy / timeline for external brand launch. The primary focus will be on external launch at this stage, however, we will provide some recommendation on internal launch, as well. High-level items within this will include:
  - a. Tactical planning ideas for big-picture external campaign
  - b. Digital strategy review and marketing recommendations
  - c. Content strategy based on business objectives
  - d. Paid, owned and earned media strategies
  - e. Marketing performance dashboard recommendations for campaign tracking
- 7) Conceptual exploration / high-level creative development for external-facing campaign:
  - a. External campaign ad-like objects
    - o Includes 2-3 initial creative concepts on how, for external audiences, we can begin to communicate the big-idea contained within the brand anthem and campaign theme into an external-facing creative format. Not to be used as final creative executions, but meant to illustrate where the brand idea could go, and to be used as inspiration for external launch executions. These are a starting point for discussion.

Photography to be used for any “final” or “non-comp” uses, will be original (and stock image options with prior RUHS approval) and included in the cost per the specifications of this Scope of Services.

### 2.3 Campaign Video Creative & Production (1 in English & 1 in Spanish)

- A. CONTRACTOR shall provide the following: Campaign Video Creative / Brand Spot. Two (2) versions (:30 -- English & Spanish). Multi-use, as brand spot for potential use on Connected TV / Cable TV / Preroll, boosted social media post, website, etc. (depending on final media buy). Includes final script and storyboard, CONTRACTOR planning, project / pre-production / production management, and final art / creative direction. Creative direction and scripting will be based on a limited shoot and/or original footage / b-roll in order to create the highest quality and impactful production within budget.

### 2.4 Video Edit Versioning (editing / production / unique visuals / original visuals / footage / music / voice over (must match radio) / stock footage / image options with prior RUHS approval)

A. Production allowance for original video footage, editing, stock photos, music, voice over (VO) and (TBD) video shoot. Shooting details TBD. With a \$50,000 production allowance, CONTRACTOR budget distribution is as follows:

- 1) \$25,000 towards video/brand spot production
- 2) \$15,000 towards photos and video footage
- 3) \$10,000 towards VO, music and miscellaneous campaign expenses

Music, VO and production may also be applied to radio creative. VO for video must match radio spots for both English and Spanish talent. VO and music licensing will be negotiated for the maximum amount of time (we will explore up to 6 months), but ultimately this time period will be determined by what can be covered within the existing campaign budget.

#### 2.5 Print Ad Creation - English and Spanish - limited resizing

A. CONTRACTOR will write, art direct /design and layout up to 2 print ads in English, and 2 print ads in Spanish, sized to meet the specs of local print media (4 total resizings).

Deliverables include:

- 1) Two (2) English print ads
- 2) Two (2) Spanish print ads

#### 2.6 Out-of-Home (OOH) Creative Development – English and Spanish

A. CONTRACTOR will create of a total of 4 out-of-home ads = 2 billboards + 2 transit shelter posters. There will only be one (1) language (EN, SP) per billboard or transit poster.

#### 2.7 Radio Spots – (1) English / (1) Spanish

A. CONTRACTOR will develop radio scripts, then produce and record 2 total radio spots based on approved scripts. The production includes securing voice-over talent (English and Spanish) – must match video VO talent, recording the voice-over talent, and final editing of the spots.

B. Final radio deliverables will include:

- 1) One (1) produced :60 or :30 radio spot (English)
- 2) One (1) produced :60 or :30 radio spot (Spanish)

Note: The decision to produce either a :60 or :30, will depend on the final media plan.

2.8 Digital Ads Creative Development and Production - 2 master ads - 6 sizes English and Spanish (24 ads)

A. CONTRACTOR will write/edit, design and art direct up to twenty four (24) digital banner ads. Includes two (2) master English banners with two (2) additional in-language Masters for Spanish, for a total of 4 masters, produced at 300x250. Each will include unique original photography options. Out of the 4 masters, two (2) will be HTML5 animated, one for each language. The remainder will be static. Includes 20 additional resizes to standard sizes for the English and Spanish banners: 728x90, 300x600, 970x250, 320x50, 160x600.

2.9 Earned Media / Reputation Management (Miller Geer) - 6 months, July-Dec.

A. CONTRACTOR will provide strategic consulting, media relations and outreach, related to helping raise the presence and improve perception of the RUHS brand in the media, highlighting programs and thought leadership. Includes a range of proactive and positive story pitching, reactive media relations and crisis communications -- and maintaining a regular connection with local and regional media representative to best position RUHS in a positive light at every opportunity. Also includes media training for executives within a cross section of the organization at RUHS. These earned-media services will begin immediately (after contract approval), and run for six months (July-Dec. 2020).

2.10 Campaign Style Guide for RUHS Brand 2.0

A. CONTRACTOR shall provide style guide at the end of the creative process that will have the primary campaign elements. Style guide to focus primarily on brand platform communications elements and not identity. 12 pages of guidelines.

2.11 Media Purchase & Reporting

A. RUHS will have final approval on all media buys prior to purchase. Campaign performance reporting will be provided monthly. As needed and available,

adjustments can be made to digital media allocations to maximize performance upon evaluation.

### 3.0 TIMELINE

RUHS and CONTRACTOR agree the estimated timeline is based on assumptions such as prompt access to information, RUHS availability and turnaround of RUHS approvals. This timeline may vary slightly based on these factors.



**4.0 No Review & Approval Authority. No Supervision.** While COUNTY may seek CONTRACTOR comment, assessments, or recommendations regarding employees, including, but not limited to, observations concerning performance, CONTRACTOR understands that it has no authority to direct the work of COUNTY employees or to make any decisions regarding employee status, assignments, job descriptions or to perform any functions that would purport to exercise authority over COUNTY employees and/or COUNTY operations and management. CONTRACTOR shall work closely and directly with the Assistant Marketing Director to implement any of the above components.

### 5.0 COUNTY Responsibilities:

COUNTY will provide CONTRACTOR with work space at its facilities, as appropriate, which, in the judgment of the COUNTY, meets Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, including but not limited to, providing appropriate security and physical restrictions. CONTRACTOR will not remove Protected Health Information (PHI) from COUNTY premises in any form. COUNTY will provide reports and analysis needed by CONTRACTOR to complete its deliverables, however such reports and analyses will remain the property of COUNTY and be returned to COUNTY no later than the date of termination of this Agreement.

### 6.0 Violations of Law:

CONTRACTOR'S primary role is to provide the services described in this Agreement. It is expected that CONTRACTOR will take reasonable steps to act in accordance with all applicable laws and regulations and, therefore shall inform an appropriate person of any known violations of applicable laws and regulations that it believes may exist and which relate to the work being undertaken by CONTRACTOR.

### 7.0 Information Technology Network:

The COUNTY will ensure CONTRACTOR has access to COUNTY'S network as required to perform necessary services under this Agreement. CONTRACTOR will use such network only in

accordance with COUNTY'S policies and procedures and will complete its training in those responsibilities before beginning work under this Agreement.



**PAYMENT PROVISIONS**  
**MARICICH & ASSOCIATES, INC. dba MARICICH HEALTH**

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- 1.0** This Exhibit B outlines the fees and expenses for the Scope of Services as outlined in this Agreement.
- 2.0** CONTRACTOR shall be paid a fixed fee of \$375,000 (“Fixed Fee”), broken down by deliverable in the line item budget below:

Deliverable / Description	Price
RUHS Brand Strategy & Creative Campaign Concept Development	\$85,000*
Campaign Video Creation & Production - (1) English & (1) Spanish	\$50,000*
Video Edit Versioning (editing / production / unique / original visuals / footage / music / voice over (must match radio) / stock footage / image options with prior RUHS approval)	\$55,000*
Print Ad Creation - English and Spanish - limited resizing	\$25,000*
Out-of-Home (OOH) Creative Development - English and Spanish	\$20,000*
Radio Spots – (1) English / (1) Spanish	\$20,000*
Digital Ads Creative Development and Production - 2 master ads - 6 sizes English / Spanish (24 ads)	\$15,000*
Earned Media / Public Relations (Miller Geer) - 6 months, July-Dec.	\$60,000*
Campaign Style Guide for RUHS Brand 2.0, 12 pages	\$15,000*
Allowance for optional items – Could be applied to additional print ads as requested, or if preferred, it could be reallocated to increase the media budget.	\$30,000*

\*Amounts may include a 17.65% markup by CONTRACTOR to COUNTY on 3<sup>rd</sup> party production expenses. Total Fixed Fee is inclusive of markups and is not to exceed \$375,000.

- 3.0** CONTRACTOR shall plan for and purchase media placements, running from Sept. to Nov. (approximate timing, exact run dates TBD), not to exceed \$375,000, including CONTRACTOR’s commission. COUNTY shall pay the gross cost of media placements which includes a standard CONTRACTOR commission of 15% on traditional and digital media (broadcast, out-of-home, print, digital display ads etc.) purchased. This commission may be billed to the COUNTY as part of the media cost.

**4.0 Invoice/Payment Schedule:**

**4.1** Upon execution of the Agreement, CONTRACTOR shall invoice COUNTY for 33% of the Fixed Fee.

**4.2** After the presentation of the RUHS Brand Strategy & Creative Campaign Concept, CONTRACTOR shall invoice COUNTY for 33% of the Fixed Fee.

**4.3** After the completion of the RUHS Creative Campaign Production, CONTRACTOR shall invoice COUNTY for 34% of the Fixed Fee.

**4.4** Media placement fees shall be paid in advance prior to execution of media placement (due approximately August 5, 2020 for a planned media run date tentatively scheduled to start in early September).

**4.5** CONTRACTOR shall maintain a fidelity bond to insure advance payments and shall provide a certificate of coverage to COUNTY upon request.

**5.0** Maximum payments by COUNTY to CONTRACTOR shall not exceed seven hundred fifty thousand (\$750,000), including all expenses.

**HIPAA Business Associate Agreement  
Addendum to Agreement  
Between the County of Riverside and Maricich & Associates, Inc. dba Maricich Health**

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This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Professional Service Agreement for Marketing and Communications Services (the "Underlying Agreement") between the County of Riverside ("County") and Maricich & Associates, Inc. dba Maricich Health ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the Parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the Parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      - (b) The unauthorized person who used the PHI or to whom the disclosure was made;

- (c) Whether the PHI was actually acquired or viewed; and
  - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
  - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
  - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
  - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
  - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
  - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
  - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
  - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
  - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
  - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
  - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
  - O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
- 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
- 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

- 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance with the Security Rule by Contractor's workforce;
- F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
- G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
  - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
  - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
    - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
    - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;



- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
  - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The Parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either Party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either Party, upon written notice to the other Party describing the breach, may take any of the following actions:
  - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other Party breaches a material provision of this Addendum.
  - 2) Provide the other Party with an opportunity to cure the alleged material breach and in the event the other Party fails to cure the breach to the satisfaction of the non-breaching Party in a timely manner, the non-breaching Party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 3) If termination of the Underlying Agreement is not feasible, the breaching Party, upon the request of the non-breaching Party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching Party.

**B. Effect of Termination.**

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
  - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer:	HIPAA Privacy Manager
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6471
County HIPAA Privacy Fax:	(951) 486-4475

## FEDERAL CONTRACT PROVISIONS

To the extent applicable, the following federal contract provisions required under 2 C.F.R § 200.326 and 2 C.F.R. Part 200, Appendix II are hereby fully incorporated herein and made a part of the Agreement, and all references to this Agreement shall include the following provisions. In the event of any inconsistency or redundancy between the Agreement and these provisions, these provisions shall control. As used in these provisions, "the contractor" is Maricich & Associates, Inc., a California corporation, dba Maricich Health, and "the contract" is the Agreement. All capitalized terms used herein without definition shall have the same meaning as set forth in 41 C.F.R. Part 60.

## 1. REMEDIES

*See section 5.2 of the Agreement.*

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

*See sections 5.1 and 5.2 of the Agreement.*

## 3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it

will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. COMPLIANCE WITH THE DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3121-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### 5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The COUNTY OF RIVERSIDE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the COUNTY OF RIVERSIDE and understands and agrees that the COUNTY OF RIVERSIDE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the COUNTY OF RIVERSIDE and understands and agrees that the COUNTY OF RIVERSIDE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 8. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the COUNTY OF RIVERSIDE. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY OF RIVERSIDE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

*If applicable, Contractor must sign and submit the following certification:*

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Maricich & Associates, Inc., a California corporation, dba Maricich Health, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

DAVID MARICICH, President + COO  
Name and Title of Contractor's Authorized Official

6/25/20  
Date

#### 10. PROCUREMENT OF RECOVERED MATERIALS

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### 11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the COUNTY OF RIVERSIDE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the COUNTY OF RIVERSIDE and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 12. CHANGES

*See section 4.1 of the Agreement.*

## 13. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## 15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## 16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Date: June 17, 2020

From: Jennifer Cruikshank, RUHS-Medical Center CEO

To: Board of Supervisors/Purchasing Agent

Via: Michelle DeSpain, RUHS Contracts Administration

Subject: Sole or Single Source Procurement; Marketing and Communication Agency Services

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** Maricich & Associates, Inc. DBA Maricich Health

2. **Vendor ID:**

3.  **Single Source**                       **Sole Source**

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number.*)

**Yes**                                       **No**

4a. **Was the request approved for a different project?**

**Yes**                                       **No**

5. **Supply/Service being requested:** Marketing and Communication Agency Services. RUHS is seeking the services of Maricich & Associates to assist with Creative Marketing by providing an integrated marketing and communications campaign to address COVID-19 recovery efforts. Maricich can create visual support in alignment with the campaign that can carry across print and digital platforms. In addition, Maricich will supply paid media services such as billboard and / or bus stop advertisement, radio streaming services and on-air advertisement. Furthermore, Maricich will help raise the presence of the brand in the media, highlight programs and thought leadership strategy. Maricich will assist with overall messaging to bring to life the integration of the brand services in one unified RUHS brand platform.

6. **Unique features of the supply/service being requested from this supplier.**



Maricich Health is a unique healthcare marketing and communications vendor with mix of experience in several areas that would be able to assist RUHS. Their experience includes FQHC marketing, County Healthcare Marketing, and a Medi-Cal Health Plan. Some of their current and past clients include: Santa Clara Valley Medical Center (county healthcare system), LA Care Health Plan (similar to IEHP, but in Los Angeles County), and Alta Med (large FQHC provider in Los Angeles).

Maricich Health's past experience, coupled with their knowledge, will help them to quickly connect and understand the immediate needs of the organization allowing them to produce deliverables timely during these unprecedented times. Additionally, Maricich Health is located in Southern California which will assist further in the vendor's understanding of our culture and environment and will allow for face-to-face meetings, as needed. Additionally, their team is weighted with seasoned experts with decades of specialized healthcare experience. RUHS has reviewed other industry leaders for this service and they were not able or available to meet RUHS needs.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** RUHS is on the frontlines of the COVID-19 response and is in need of an agency to assist with a uniform and consistent campaign to help during COVID-19 recovery efforts and beyond. There is a current demand in the community for healthcare services in response to loss of jobs/insurance and a fear of returning to the healthcare setting. RUHS has an opportunity to provide the services that are vitally needed throughout the community. With a strategic and aggressive marketing/brand awareness campaign, RUHS can better serve the constituents in our region during this unprecedented time by informing them of the healthcare services that are available, the safety measures that have been put in place to protect them while obtaining treatment and the innovative approaches to care that have been developed during this Covid-19 pandemic. The implications of not being able to embark on this campaign are significant and will limit RUHS in being able to market these enhanced services as well as prohibit our ability to protect and serve the healthcare needs of the community.

**8. Period of Performance:** July 1, 2020 to December 31, 2020

Is this an annually renewable contract?  No

Is this a fixed-term agreement: No  Yes

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**



FINANCIAL DATA	Current Fiscal Year 20/21	Next Fiscal Year 21/22	Total Cost
<b>COST</b>	\$ 750,000	\$ 0	\$ 750,000

**10. Price Reasonableness**

Maricich offers value for specialized healthcare branding, integrated marketing, multi-cultural outreach, digital development, and other services.

Maricich is extending a discount for public healthcare entities. Their fixed pricing is based on estimates derived from standard project resource allocations multiplied by their discounted blended rate structure. Since their team is weighted with seasoned experts with decades of specialized healthcare experience, the resulting fixed-fee project rates are a good value. This will deliver a high-level of value in return for the investment of public funds

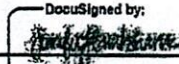
Additionally, Maricich is extending value additions for RUHS:

1. Provide a community survey through AYTM, valued at \$10,000, at no additional cost
2. Two percent prompt payment discount to be taken off first installment amount
3. Monthly media buy performance reporting

Maricich has provided fair pricing.

**11. Projected Board of Supervisor Date (if applicable): July 7, 2020**



DocuSigned by:  
  
 Department Head Signature (or designee)      Jennifer Cruikshank      Print Name      6/17/20      Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve       Approve with Condition/s       Disapprove

Condition/s:

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Not to exceed:

- One-time \$ 750,000 7/1/2020 - 12/31/2020
- Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)  
 (If Annual Amount Varies each FY)
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_

 6/18/2020 21-010  
 Purchasing Agent      ASSISTANT DIRECTOR      Date      Approval Number  
 (Reference on Purchasing Documents)

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**MARKETING AND COMMUNICATIONS SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**MARICICH & ASSOCIATES, INC. dba MARICICH HEALTH**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination .....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	7
8. Inspection of Service; Quality Control/Assurance .....	7
9. Independent Contractor/Employment Eligibility .....	8
10. Subcontract for Work or Services .....	9
11. Disputes .....	9
12. Licensing and Permits .....	10
13. Use by Other Political Entities .....	10
14. Non-Discrimination .....	10
15. Records and Documents .....	10
16. Confidentiality .....	10
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification .....	12
22. Insurance .....	13
23. General .....	15
Exhibit A-Scope of Services .....	19
Exhibit B-Payment Provisions .....	29
Attachment I-HIPAA Business Associate Agreement .....	31
Attachment II-Federal Contract Provisions.....	40



This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **MARICICH & ASSOCIATES, INC.**, a California corporation, dba Maricich Health (herein referred to as "CONTRACTOR") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "COUNTY"), on behalf of Riverside University Health System (herein referred to as "RUHS"), to address the COVID-19 pandemic emergency situation. CONTRACTOR and COUNTY are sometimes collectively referred to herein as the "Parties" or individually referred to herein as a "Party." The Parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten (10) pages, at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) pages. In addition, CONTRACTOR shall comply with the terms and conditions contained in Attachment I, HIPAA Business Associate Agreement, consisting of nine (9) pages, and Attachment II, Federal Contract Provisions, consisting of seven (7) pages.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR'S performance under this Agreement does not operate as a release of CONTRACTOR'S responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective July 7, 2020 ("Effective Date") and continues in effect through December 31, 2020, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by

COUNTY to CONTRACTOR shall not exceed seven hundred fifty thousand dollars (\$750,000), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with invoices submitted to COUNTY by CONTRACTOR in accordance with the invoice/payment schedule set forth in Exhibit B, Payment Provisions. COUNTY shall pay the invoices within thirty (30) working days from the date of receipt of the invoices. A two percent (2%) discount shall be applied to the first invoice if COUNTY pays the invoice within ten (10) working days from the date of receipt. Thereafter on subsequent invoices, CONTRACTOR may elect to opt-in to 2% net 10 terms on a discretionary basis and apply discount, but is under no obligation to do so. For this Agreement, email the electronic copies of invoices to:

Riverside University Health System

Attn: Christine Ramsey

[C.Ramsey@RUhealth.org](mailto:C.Ramsey@RUhealth.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; description of services; amount due and any reimbursable expenses; sales/use tax if applicable; and an invoice total.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that

such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination. In the event of termination without cause of this Agreement by COUNTY, COUNTY shall pay all non-cancellable obligations properly incurred by the CONTRACTOR pursuant to this Agreement prior to the date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR'S performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR represents and warrants that it is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## 6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, including but not limited to, all final campaign materials, trademarks, service marks, slogans, artwork, drawings, photographs, graphic materials, film, music, transcriptions, or other content specifically created by CONTRACTOR or CONTRACTOR's subcontractor(s) for COUNTY for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement (collectively, herein the "Work Product") shall be the sole property of the COUNTY. All rights, title and interest in and to the Work Product shall vest in COUNTY as "works made for hire." To the extent that the rights, title and interest to any such Work Product may not, by operation of law or otherwise, vest in COUNTY as a work made for hire or any such Work Product may not be considered a work made for hire, all rights, title and interest thereto and therein is hereby irrevocably assigned by CONTRACTOR to COUNTY. In order to assure that its employees and subcontractor's do not possess proprietary rights in the Work Product that are inconsistent with COUNTY's possession of such rights, CONTRACTOR will, as necessary, obtain the assignment and conveyance to COUNTY of any proprietary rights that such persons or entities may then have or may have in the future to such Work Product. Notwithstanding the foregoing, it is understood that CONTRACTOR may, on occasion, license materials

and/or certain personal rights from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor and COUNTY shall comply with all disclosed limitations or restrictions in connection with the use of such third-party licenses or rights. CONTRACTOR shall keep COUNTY informed of any such limitations or restrictions. The Work Product may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such Work Product without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are or may be perceived as incompatible with the COUNTY'S interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR'S conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. In addition, the COUNTY shall have the right to require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR'S performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution

of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

## **10. Subcontract for Work or Services**

If CONTRACTOR enters into a subcontract with any other party for furnishing any of the work or services under this Agreement, CONTRACTOR shall insert clauses in all its subcontracts to bind its subcontractors to the terms and conditions of this Agreement. In addition, CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and its subcontractor's employees. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor of the CONTRACTOR and the COUNTY.

## **11. Disputes**

**11.1** The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or



confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’S obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this Agreement.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside University Health System  
26520 Cactus Avenue  
Moreno Valley, CA 92555

**CONTRACTOR**

Maricich & Associates, Inc. dba Maricich Health  
18201 McDermott West, Suite A  
Irvine, CA 92614

**19. Force Majeure**

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. CONTRACTOR'S defense and indemnity obligations herein do not include or extend to any liability, action, claim, loss, injury, damage, costs, expert or consultation costs, investigations, expenses or attorney fees relating to, arising out of or caused by (a) the sole negligence, gross negligence or willful misconduct of Indemnitees; or (b) data, specifications, communication materials, or information provided by Indemnitees.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the

COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR'S performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

**23.13** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

**23.14** The Parties acknowledge and agree that they are entering into this Agreement to provide emergency services under the California Emergency Services Act (California Government Code §§ 8550 et seq.) to address the COVID-19 pandemic emergency situation, and the COUNTY is subject to certain immunities with respect thereto. The COUNTY shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform, a discretionary function or duty on the part of the COUNTY or any employee of the COUNTY in carrying out the provisions of the California Emergency Services Act (California Government Code §§ 8550 et seq.).

**23.15** Since this Agreement is being entered into to address the COVID-19 pandemic emergency situation, COUNTY may seek federal financial assistance for this Agreement. Therefore, CONTRACTOR shall comply with the terms and conditions set forth in Attachment II, Federal Contract Provisions, attached hereto and incorporated herein by this reference.

**23.16** With prior COUNTY approval, CONTRACTOR may use COUNTY's name in its COUNTY roster and as a reference account in press releases and announcements of the Work Product in award submissions, on CONTRACTOR's web site, and in connection with its marketing presentations.

**23.17** On occasion, the CONTRACTOR will engage COUNTY in conversations by phone or in person to discuss activities and clarify projects. For efficiency with note taking and organization, the CONTRACTOR may record these conversations as deemed necessary with prior approval of the COUNTY.


**23.18** The COUNTY also authorizes electronic/email transmission of information/confidential materials to/from CONTRACTOR.


*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

MARICICH & ASSOCIATES, INC.,  
a California Corporation, dba MARICICH  
HEALTH

By:   
V. Manuel Perez  
Chairman, Board of Supervisors

By:   
David Maricich  
President & COO

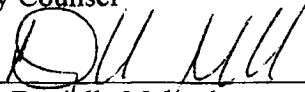
Date: JUL 07 2020

Date: 6/25/20

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Danielle Maland  
Deputy County Counsel

Date: 6/25/20



IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

MARICICH & ASSOCIATES, INC., a California Corporation, dba MARICICH HEALTH

By: \_\_\_\_\_

V. Manuel Perez  
Chairman, Board of Supervisors

By: \_\_\_\_\_

David Maricich  
President & COO

Date: \_\_\_\_\_

Date: 6/25/20

**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_

Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_

Danielle Maland  
Deputy County Counsel

Date: \_\_\_\_\_

**SCOPE OF SERVICES**  
**MARICICH & ASSOCIATES dba MARICICH HEALTH**

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**1.0 OVERVIEW**

1.1 Challenge: RUHS is on the frontlines of the COVID-19 crisis response and recovery—innovating and leading to support the community through these unprecedented times. During COVID-19 recovery and through potential next wave, the challenge is to create a new way of talking about a publicly funded integrated health system that can go against the “safety net” stereotype and communicate the organization’s strengths and benefits for those in the community and region. RUHS is changing the face of healthcare for those in the Inland Empire and beyond. We need to find a new way to talk about healthcare that makes our audiences feel safe, respected, and excited to engage in their health and well-being.

**1.2 Objectives:**

- A. Build brand awareness and strengthen perceptions with consumers and stakeholders in the Inland Empire.
- B. Communicate additional COVID-19 messaging to give consumers with increased awareness the confidence that RUHS-MC and the CHCs are open for business and they will be safe and supported when they receive services at those facilities.
- C. Lay the groundwork for future service line campaigns with the goal of growing market share and enhancing relationships with patients and referring physicians.

**1.3 CONTRACTOR shall provide the following marketing and communications services to RUHS:**

- A. Developing a comprehensive, integrated marketing and communications campaign to address COVID-19 recovery efforts that is flexible enough to carry RUHS through the next 6 months and can live on in a post-COVID-19 environment. The primary focus of the campaign will be on integrated care provided under the RUHS master brand. There may also be a new ambulatory service line related to walk-in care type centers that will need to be addressed.
- B. Creating a campaign that is in alignment with existing brand standards but elevates the brand to the next level (RUHS 2.0); by expanding the current brand standards and contain additional visual foundation elements—photography and graphic elements to create a unique look and make RUHS communications recognizable. Once complete,

CONTRACTOR will provide digital file templates to RUHS, for use with internally-produced projects.

- C. Provide creative visual support in alignment with the campaign that can carry across print and digital platforms (using video and photography to represent select service lines).
- D. RUHS has final authority to approve design concepts and final designs. All created work is proprietary to RUHS and includes all copyrights and other intellectual property rights.
- E. CONTRACTOR shall provide all high resolution vector (EPS, AI, PNG, JPEG, etc.), native original files for all design concepts and images/fonts used to create the design, including templates and style guide, within specifications noted in the Scope of Services as tools to guide RUHS's ability to scale the design and create future projects managed by RUHS.
- F. This Scope of Services does not include graphic, copy, content or strategic review of any resized or retouched asset not originally supplied by the CONTRACTOR.
- G. All non-final materials provided by the CONTRACTOR under this Scope of Services may contain third party elements that have not yet been cleared for public use and as such may only be used for internal, evaluation purposes.

## **2.0 DELIVERABLES**

### **2.1 Summary of Deliverables**

A. CONTRACTOR shall be responsible for the following deliverables:

- 1) RUHS Brand Strategy & Creative Campaign Concept Development
- 2) Campaign Video Creative & Production (1 in English & 1 in Spanish)
- 3) Video Edit Versioning (editing / production / unique / original visuals / footage / music / voice over (must match radio) / stock footage / image options with prior RUHS approval)
- 4) Print Ad Creation - English and Spanish - limited resizing
- 5) Out-of-Home (OOH) Creative Development – English and Spanish
- 6) Radio Spots – (1) English / (1) Spanish
- 7) Digital Ads Creative Development and Production - 2 master ads - 6 sizes English and Spanish (24 ads)

- 8) Earned Media / Reputation Management (Miller Geer) - 6 months, July-Dec.
- 9) Campaign Style Guide for RUHS Brand 2.0, 12 pages
- 10) Media Purchase & Reporting

B. For all deliverables within this Scope of Services, CONTRACTOR shall provide one (1) initial round of concepts followed by two (2) rounds of RUHS revisions at no additional charge.

## 2.2 RUHS Brand Strategy & Creative Campaign Concept Development

A. Through this initial engagement, CONTRACTOR will work with RUHS in the development and implementation of a brand strategy that will ultimately drive creative development of campaign concepts, and an elevated awareness and perception of the RUHS brand. This brand strategy will result from insights gained by our own research, discovery, in-depth interviews, and a competitive assessment of your healthcare market.

B. The key deliverables of our engagement to help develop the strongest brand strategy, marketing/communications plan, and creative campaign concepts for RUHS, will include the following:

- 1) Discovery Calls + Internal Engagement
- 2) Stakeholder & Target Audience Insights
- 3) Competitive Review / Secondary Research
- 4) Review of KPIs / Current Business / Marketing Performance
- 5) Strategy Development, Determination of Brand Archetypes
- 6) Positioning & Messaging Recommendations
- 7) High-Level Strategy, Tactical & Digital Marketing Recommendations
- 8) Internal + External Tactical Plan & Timeline for Campaign Rollout
- 9) Marketing Performance Recommendations
- 10) Campaign Platform / Mood Board Development
- 11) Brand Anthem Development
- 12) Creative Campaign Concept Development (Ad-like objects)

C. Phase 1 — Discovery/Research. CONTRACTOR shall be responsible for providing the following discovery / research to RUHS as follows:

- 1) Upfront discovery prep by CONTRACTOR, thorough review of backgrounders, strategic decks and reports, and development of a planning questionnaire. At this step CONTRACTOR will also review other data sources to determine what type of reliable insights can be gained.
- 2) Pre-kickoff planning, initiative timelining, agenda setting, discussion-guide development and logistics for discovery meetings.
- 3) Analysis of competitors (related to service offerings and brand positioning / messaging), target audiences, existing brand image, goals and opportunities.
- 4) Engagement in immersive discovery calls, with key stakeholders to discuss:
  - a. Key differentiators of RUHS and RUHS's role in the community
  - b. Key messaging points related to the Medical Center, CHCs / FQHCs, Behavioral Health and Public Health
  - c. Opportunities for growth and/or improving the perception of the RUHS brand
  - d. Challenges we need to take into consideration
  - e. Short-term needs and long-term aspirations
  - f. Review of overall marketplace, RUHS's competition and opportunities
  - g. Clinics/brands/other offerings under the RUHS umbrella
  - h. Service offerings, target audiences and process
  - i. Brand positioning and aspirations of the brand
  - j. Visual identity and messaging
  - k. Discussion and brainstorming of preliminary strategies and tactical ideas
  - l. Development of a marketing wish list
  - m. Key performance indicators (KPIs)
  - n. Tools for measuring progress
  - o. Determination of the next steps in the process
- 5) Ongoing conversations / meetings / conference calls with other key staff and stakeholders identified as contributors to the brand discovery process and consensus building.
  - a. CONTRACTOR will be in constant collaboration and contact with the RUHS team during the entire strategic and creative process, including weekly/daily meetings to ensure this initiative meets all timeline goals. (Throughout all phases)
- 6) Creation of an in-depth post meeting report and follow-up.

- 7) Presentation of brand discovery and directional insights.
- 8) Research testing to further explore and validate initial directional insights.
  - a. Directional Survey (n=400) the community through AYTm survey (consumer market) included at no additional cost.
- 9) Refinement of directional insights and initial brand strategies, based on internal stakeholder input and research results.
- 10) Directional strategic summary, based on all discovery and research, identifying key insights and differentiators, upon which brand strategy will be based.
- 11) All source data and documentation including survey questionnaires, data sets, and reports used for market research (qualitative and quantitative) will be provided to RUHS along with a tangible report. Report to include how the research was conducted, demographic review and recommendations.

#### D. Phase 2 — Strategic & Creative Brand Platform Development

- 1) Analysis and development of strategic recommendations based on our Discovery findings.
- 2) Initial brand strategy development, exploration and recommendations
  - a. Brand positioning strategy
  - b. Brand archetypes & personality
- 3) CONTRACTOR shall provide the following brand platform development:
  - a. Brand anthem / creative platform / storytelling
    - o Creation of a brand anthem -- the verbal encapsulation of the spirit of the brand. Presented live via spoken word and with FPO still stock photo images (unpurchased) representing graphic imagery in the anthem.
    - o Campaign theme / rally cry for RUHS (can complement existing tagline) – CONTRACTOR shall follow strategic process of developing options internally for consideration to arrive at a final theme approved by RUHS with one initial round and two rounds of revisions.
- 4) Development of a brand messaging platform, which may be used as the basis for copy in marketing communications materials and website. (Key brand messages communicated within the final strategic brand PowerPoint deck)
  - a. Includes value proposition development for primary personas

- 5) Internal presentations with key RUHS stakeholders, will be presented via GoToMeeting, to share, gather input and build consensus of the proposed brand strategy and creative campaign concepts (minimum of 3) -- sharing the research approach and rationale that got us there. Ultimately leading to a final approval of brand strategy and creative approach.
- 6) High-level tactical strategy / timeline for external brand launch. The primary focus will be on external launch at this stage, however, we will provide some recommendation on internal launch, as well. High-level items within this will include:
  - a. Tactical planning ideas for big-picture external campaign
  - b. Digital strategy review and marketing recommendations
  - c. Content strategy based on business objectives
  - d. Paid, owned and earned media strategies
  - e. Marketing performance dashboard recommendations for campaign tracking
- 7) Conceptual exploration / high-level creative development for external-facing campaign:
  - a. External campaign ad-like objects
    - o Includes 2-3 initial creative concepts on how, for external audiences, we can begin to communicate the big-idea contained within the brand anthem and campaign theme into an external-facing creative format. Not to be used as final creative executions, but meant to illustrate where the brand idea could go, and to be used as inspiration for external launch executions. These are a starting point for discussion.

Photography to be used for any “final” or “non-comp” uses, will be original (and stock image options with prior RUHS approval) and included in the cost per the specifications of this Scope of Services.

### 2.3 Campaign Video Creative & Production (1 in English & 1 in Spanish)

- A. CONTRACTOR shall provide the following: Campaign Video Creative / Brand Spot. Two (2) versions (:30 -- English & Spanish). Multi-use, as brand spot for potential use on Connected TV / Cable TV / Preroll, boosted social media post, website, etc. (depending on final media buy). Includes final script and storyboard, CONTRACTOR planning, project / pre-production / production management, and final art / creative direction. Creative direction and scripting will be based on a limited shoot and/or original footage / b-roll in order to create the highest quality and impactful production within budget.

### 2.4 Video Edit Versioning (editing / production / unique visuals / original visuals / footage / music / voice over (must match radio) / stock footage / image options with prior RUHS approval)

A. Production allowance for original video footage, editing, stock photos, music, voice over (VO) and (TBD) video shoot. Shooting details TBD. With a \$50,000 production allowance, CONTRACTOR budget distribution is as follows:

- 1) \$25,000 towards video/brand spot production
- 2) \$15,000 towards photos and video footage
- 3) \$10,000 towards VO, music and miscellaneous campaign expenses

Music, VO and production may also be applied to radio creative. VO for video must match radio spots for both English and Spanish talent. VO and music licensing will be negotiated for the maximum amount of time (we will explore up to 6 months), but ultimately this time period will be determined by what can be covered within the existing campaign budget.

2.5 Print Ad Creation - English and Spanish - limited resizing

A. CONTRACTOR will write, art direct /design and layout up to 2 print ads in English, and 2 print ads in Spanish, sized to meet the specs of local print media (4 total resizings).

Deliverables include:

- 1) Two (2) English print ads
- 2) Two (2) Spanish print ads

2.6 Out-of-Home (OOH) Creative Development – English and Spanish

A. CONTRACTOR will create of a total of 4 out-of-home ads = 2 billboards + 2 transit shelter posters. There will only be one (1) language (EN, SP) per billboard or transit poster.

2.7 Radio Spots – (1) English / (1) Spanish

A. CONTRACTOR will develop radio scripts, then produce and record 2 total radio spots based on approved scripts. The production includes securing voice-over talent (English and Spanish) – must match video VO talent, recording the voice-over talent, and final editing of the spots.

B. Final radio deliverables will include:

- 1) One (1) produced :60 or :30 radio spot (English)
- 2) One (1) produced :60 or :30 radio spot (Spanish)



Note: The decision to produce either a :60 or :30, will depend on the final media plan.

2.8 Digital Ads Creative Development and Production - 2 master ads - 6 sizes English and Spanish (24 ads)

A. CONTRACTOR will write/edit, design and art direct up to twenty four (24) digital banner ads. Includes two (2) master English banners with two (2) additional in-language Masters for Spanish, for a total of 4 masters, produced at 300x250. Each will include unique original photography options. Out of the 4 masters, two (2) will be HTML5 animated, one for each language. The remainder will be static. Includes 20 additional resizes to standard sizes for the English and Spanish banners: 728x90, 300x600, 970x250, 320x50, 160x600.

2.9 Earned Media / Reputation Management (Miller Geer) - 6 months, July-Dec.

A. CONTRACTOR will provide strategic consulting, media relations and outreach, related to helping raise the presence and improve perception of the RUHS brand in the media, highlighting programs and thought leadership. Includes a range of proactive and positive story pitching, reactive media relations and crisis communications -- and maintaining a regular connection with local and regional media representative to best position RUHS in a positive light at every opportunity. Also includes media training for executives within a cross section of the organization at RUHS. These earned-media services will begin immediately (after contract approval), and run for six months (July-Dec. 2020).

2.10 Campaign Style Guide for RUHS Brand 2.0

A. CONTRACTOR shall provide style guide at the end of the creative process that will have the primary campaign elements. Style guide to focus primarily on brand platform communications elements and not identity. 12 pages of guidelines.

2.11 Media Purchase & Reporting

A. RUHS will have final approval on all media buys prior to purchase. Campaign performance reporting will be provided monthly. As needed and available,

adjustments can be made to digital media allocations to maximize performance upon evaluation.

### 3.0 TIMELINE

RUHS and CONTRACTOR agree the estimated timeline is based on assumptions such as prompt access to information, RUHS availability and turnaround of RUHS approvals. This timeline may vary slightly based on these factors.



**4.0 No Review & Approval Authority. No Supervision.** While COUNTY may seek CONTRACTOR comment, assessments, or recommendations regarding employees, including, but not limited to, observations concerning performance, CONTRACTOR understands that it has no authority to direct the work of COUNTY employees or to make any decisions regarding employee status, assignments, job descriptions or to perform any functions that would purport to exercise authority over COUNTY employees and/or COUNTY operations and management. CONTRACTOR shall work closely and directly with the Assistant Marketing Director to implement any of the above components.

### 5.0 COUNTY Responsibilities:

COUNTY will provide CONTRACTOR with work space at its facilities, as appropriate, which, in the judgment of the COUNTY, meets Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, including but not limited to, providing appropriate security and physical restrictions. CONTRACTOR will not remove Protected Health Information (PHI) from COUNTY premises in any form. COUNTY will provide reports and analysis needed by CONTRACTOR to complete its deliverables, however such reports and analyses will remain the property of COUNTY and be returned to COUNTY no later than the date of termination of this Agreement.

### 6.0 Violations of Law:

CONTRACTOR'S primary role is to provide the services described in this Agreement. It is expected that CONTRACTOR will take reasonable steps to act in accordance with all applicable laws and regulations and, therefore shall inform an appropriate person of any known violations of applicable laws and regulations that it believes may exist and which relate to the work being undertaken by CONTRACTOR.

### 7.0 Information Technology Network:

The COUNTY will ensure CONTRACTOR has access to COUNTY'S network as required to perform necessary services under this Agreement. CONTRACTOR will use such network only in

accordance with COUNTY'S policies and procedures and will complete its training in those responsibilities before beginning work under this Agreement.

**PAYMENT PROVISIONS**  
**MARICICH & ASSOCIATES, INC. dba MARICICH HEALTH**

- 1.0** This Exhibit B outlines the fees and expenses for the Scope of Services as outlined in this Agreement.
- 2.0** CONTRACTOR shall be paid a fixed fee of \$375,000 (“Fixed Fee”), broken down by deliverable in the line item budget below:

Deliverable / Description	Price
RUHS Brand Strategy & Creative Campaign Concept Development	\$85,000*
Campaign Video Creation & Production - (1) English & (1) Spanish	\$50,000*
Video Edit Versioning (editing / production / unique / original visuals / footage / music / voice over (must match radio) / stock footage / image options with prior RUHS approval)	\$55,000*
Print Ad Creation - English and Spanish - limited resizing	\$25,000*
Out-of-Home (OOH) Creative Development - English and Spanish	\$20,000*
Radio Spots – (1) English / (1) Spanish	\$20,000*
Digital Ads Creative Development and Production - 2 master ads - 6 sizes English / Spanish (24 ads)	\$15,000*
Earned Media / Public Relations (Miller Geer) - 6 months, July-Dec.	\$60,000*
Campaign Style Guide for RUHS Brand 2.0, 12 pages	\$15,000*
Allowance for optional items – Could be applied to additional print ads as requested, or if preferred, it could be reallocated to increase the media budget.	\$30,000*

\*Amounts may include a 17.65% markup by CONTRACTOR to COUNTY on 3<sup>rd</sup> party production expenses. Total Fixed Fee is inclusive of markups and is not to exceed \$375,000.

- 3.0** CONTRACTOR shall plan for and purchase media placements, running from Sept. to Nov. (approximate timing, exact run dates TBD), not to exceed \$375,000, including CONTRACTOR’s commission. COUNTY shall pay the gross cost of media placements which includes a standard CONTRACTOR commission of 15% on traditional and digital media (broadcast, out-of-home, print, digital display ads etc.) purchased. This commission may be billed to the COUNTY as part of the media cost.

**4.0 Invoice/Payment Schedule:**

**4.1** Upon execution of the Agreement, CONTRACTOR shall invoice COUNTY for 33% of the Fixed Fee.

**4.2** After the presentation of the RUHS Brand Strategy & Creative Campaign Concept, CONTRACTOR shall invoice COUNTY for 33% of the Fixed Fee.

**4.3** After the completion of the RUHS Creative Campaign Production, CONTRACTOR shall invoice COUNTY for 34% of the Fixed Fee.

**4.4** Media placement fees shall be paid in advance prior to execution of media placement (due approximately August 5, 2020 for a planned media run date tentatively scheduled to start in early September).

**4.5** CONTRACTOR shall maintain a fidelity bond to insure advance payments and shall provide a certificate of coverage to COUNTY upon request.

**5.0** Maximum payments by COUNTY to CONTRACTOR shall not exceed seven hundred fifty thousand (\$750,000), including all expenses.

**HIPAA Business Associate Agreement  
Addendum to Agreement  
Between the County of Riverside and Maricich & Associates, Inc. dba Maricich Health**

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This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Professional Service Agreement for Marketing and Communications Services (the "Underlying Agreement") between the County of Riverside ("County") and Maricich & Associates, Inc. dba Maricich Health ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the Parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the Parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      - (b) The unauthorized person who used the PHI or to whom the disclosure was made;

- (c) Whether the PHI was actually acquired or viewed; and
  - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. “Business associate” has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. “Data aggregation” has the meaning given such term in 45 CFR §164.501.
  - D. “Designated record set” as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - E. “Electronic protected health information” (“ePHI”) as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
  - F. “Electronic health record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
  - G. “Health care operations” has the meaning given such term in 45 CFR §164.501.
  - H. “Individual” as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
  - I. “Person” as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
  - J. “Privacy Rule” means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
  - K. “Protected health information” (“PHI”) has the meaning given such term in 45 CFR §160.103, which includes ePHI.
  - L. “Required by law” has the meaning given such term in 45 CFR §164.103.
  - M. “Secretary” means the Secretary of the U.S. Department of Health and Human Services (“HHS”).
  - N. “Security incident” as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
  - O. “Security Rule” means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

**3. Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.



- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
- 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

- 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
    - A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
    - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
    - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
    - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
    - E. Ensure compliance with the Security Rule by Contractor's workforce;
    - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
    - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
    - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
  8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
    - A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
      - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
      - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
        - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
        - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
  - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The Parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either Party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either Party, upon written notice to the other Party describing the breach, may take any of the following actions:
  - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other Party breaches a material provision of this Addendum.
  - 2) Provide the other Party with an opportunity to cure the alleged material breach and in the event the other Party fails to cure the breach to the satisfaction of the non-breaching Party in a timely manner, the non-breaching Party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 3) If termination of the Underlying Agreement is not feasible, the breaching Party, upon the request of the non-breaching Party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching Party.

**B. Effect of Termination.**

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

**12. General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
  - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue, Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

County HIPAA Privacy Fax: (951) 486-4475

## FEDERAL CONTRACT PROVISIONS

To the extent applicable, the following federal contract provisions required under 2 C.F.R § 200.326 and 2 C.F.R. Part 200, Appendix II are hereby fully incorporated herein and made a part of the Agreement, and all references to this Agreement shall include the following provisions. In the event of any inconsistency or redundancy between the Agreement and these provisions, these provisions shall control. As used in these provisions, "the contractor" is Maricich & Associates, Inc., a California corporation, dba Maricich Health, and "the contract" is the Agreement. All capitalized terms used herein without definition shall have the same meaning as set forth in 41 C.F.R. Part 60.

## 1. REMEDIES

*See* section 5.2 of the Agreement.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

*See* sections 5.1 and 5.2 of the Agreement.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it



will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. COMPLIANCE WITH THE DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3121-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### 5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The COUNTY OF RIVERSIDE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the COUNTY OF RIVERSIDE and understands and agrees that the COUNTY OF RIVERSIDE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the COUNTY OF RIVERSIDE and understands and agrees that the COUNTY OF RIVERSIDE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - (3) This certification is a material representation of fact relied upon by the COUNTY OF RIVERSIDE. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY OF RIVERSIDE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)  
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

*If applicable, Contractor must sign and submit the following certification:*

#### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Maricich & Associates, Inc., a California corporation, dba Maricich Health, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

DAVID MARICICH, President + COO  
Name and Title of Contractor's Authorized Official

6/25/20  
Date

#### 10. PROCUREMENT OF RECOVERED MATERIALS

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### 11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the COUNTY OF RIVERSIDE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the COUNTY OF RIVERSIDE and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 12. CHANGES

*See section 4.1 of the Agreement.*

## 13. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## 15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## 16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.